

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

IN RE: JOSEPH T. FERNICOLA)	
HELEN J. FERNICOLA)	CHAPTER 13
<u>Debtor(s)</u>)	
)	CASE NO. 19-11377 (ELF)
AMERICAN HONDA FINANCE)	
CORPORATION d/b/a ACURA FINANCIAL)	HEARING DATE: <u>11-26-19 at 9:30 AM</u>
SERVICES, ADMINISTRATOR FOR)	
HONDA LEASE TRUST)	
)	11 U.S.C. 362
<u>Moving Party</u>)	
v.)	
JOSEPH T. FERNICOLA)	
HELEN J. FERNICOLA)	
ROSA E. BOWEN)	
<u>Respondent(s)</u>)	
)	
WILLIAM C. MILLER)	
<u>Trustee</u>)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now American Honda Finance Corporation d/b/a Acura Financial Services, administrator for Honda Lease Trust (“Honda”) filing this its Motion For Relief From The Automatic Stay And Co-Debtor Stay (“Motion”), and in support thereof, would respectfully show:

1. On March 6, 2019, Joseph and Helen Fernicola filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362, and 28 U.S.C. 157 and 1334.
3. On September 21, 2016, the Debtor(s) and the co-debtor Rosa E. Bowen executed a Closed End Vehicle Lease Agreement for the lease of a 2016 Acura TLX bearing vehicle identification number 19UUB1F57GA013385. The Lease was assigned to Honda Lease Trust and the Debtors became indebted to Honda in accordance with the terms of same. Honda Lease

Trust is the owner of the vehicle. American Honda Finance Corporation, doing business as Acura Financial Services, is the administrator of the lease. True copies of the Lease Agreement and title to the vehicle are annexed hereto as exhibits A and B.

4. The Lease matured on September 21, 2019.

5. The Debtors have failed to either surrender or purchase the vehicle.

6. American Honda Finance Corporation alleges that the automatic stay and co-debtor stay should be lifted for cause under 11 U.S.C. 362(d)(1) and 11 U.S.C. 1301 in that Honda lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Lease matured, and the Debtors have failed to either surrender or purchase the vehicle. Pursuant to the terms of the Lease Agreement, the Debtors must either immediately surrender the vehicle or purchase it in accordance with the lease-end purchase option.

WHEREFORE PREMISES CONSIDERED, American Honda Finance Corporation respectfully requests that upon final hearing of this Motion, (1) the automatic stay and co-debtor stay will be terminated as to American Honda to permit American Honda to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) American Honda be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

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Local Counsel for American Honda Finance Corporation

d/b/a Acura Financial Services, Administrator For

Honda Lease Trust